

**INTERLOCAL AGREEMENT
FOR NETWORK SERVICES**

This agreement is entered into by and between the City of Spring Hill, Tennessee (hereinafter referred to as "City") and Columbia Power and Water Systems, (hereinafter referred to as "CPWS").

WHEREAS, City and CPWS desire to enter into an agreement for CPWS to provide a private wide area network (or "WAN") to provide a data path to connect various City facilities on a common internal network for City's exclusive use; and

WHEREAS, City and CPWS are each authorized to construct and operate a WAN and arrange for Internet services for their own internal needs and, pursuant to the Interlocal Cooperation Act, may agree for CPWS to make such arrangements on City's behalf;

WHEREAS, CPWS is also authorized to provide cable, Internet and related services within its electric system footprint under Tennessee Code Annotated, Title 7, Chapter 52, Part 6. Under Part 4 of that same statute, CPWS is also eligible to provide telecommunications services on a statewide basis (subject to certain exceptions not relevant within the AT&T service area); and,

WHEREAS, City requests CPWS to provide certain WAN, Telephone, and Internet Services (collectively "Services") at certain locations as set forth in Exhibit A to this agreement; and,

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an agreement for CPWS to provide the services to City subject to the terms and conditions set forth herein.

THEREFORE, the parties do hereby agree as follows:

1. City and CPWS agree to the terms and conditions set forth in Exhibit A regarding cost, location of services and types of services to be provided.
2. Subject to all the terms and conditions of this agreement, City hereby grants to CPWS the exclusive right to connect, install, own, operate, maintain, repair, disconnect, replace, and relocate any equipment necessary to make available the services as requested by City on City's premises.
3. INSTALLATION
 - a. CPWS shall provide, install, maintain, repair, operate and control any equipment, cable or facilities associated with, or connected to its network ("Network Equipment"). CPWS shall pay the cost of purchasing all network equipment and such network equipment shall be and remain the property of CPWS.
 - b. Installation by CPWS shall comply with all applicable local and state laws, regulations, ordinances, and other orders of all regulatory authorities having jurisdiction thereof.
 - c. CPWS shall have no obligations to maintain or repair City-owned provided equipment. In the event that CPWS, in responding to a City-initiated service call, determines that the cause of such service is a failure, malfunction or inadequacy of City-provided equipment, City shall compensate CPWS, for such service calls at the then prevailing rate (current rate \$175 .00 per hour). CPWS will be responsible for the service delivery up to the termination

equipment's CAT 5 Ethernet port. The customer will have responsibility from the CAT 5 Ethernet port into their network.

4. Without charge therefore to CPWS, City shall provide; 1) temperature conditioned space within City's facilities, suitable for the electronics and telecommunications equipment to be installed, 2) access in accordance with the terms of this Agreement, and 3) adequate electric power as required for construction, installation, operation, and maintenance of the network, and provision of services in accordance with this agreement and the approved plans, drawings, and specifications.
5. CPWS may terminate service if a material breach hereunder is not corrected by City within thirty (30) days following written notification thereof. Termination for cause by CPWS or repudiation by City shall not relieve City of liability incurred prior to such termination or for liquidated damages equal to 100% of the monthly charges due over the remainder of the initial term. The parties recognize the possibility that CPWS may be required by the Federal Communications Commission to provide the services described herein at rates other than the rates set forth herein. The parties agree that in such event, City shall notify CPWS in writing, whereupon the parties shall negotiate new rates to comply with such requirements.
6. INDEMNITY:
 - a. CPWS and City shall indemnify the other with respect to any third party claim and hold each other harmless for any damage to the building or other property or for any costs, expense, liability, or claim, including reasonable

attorneys' fees, arising from or relating to the construction, installation, operation, or removal of the network, provision of services in connection therewith, the acts of its employees, agents, contractors, officers, and authorized vendors, or any claim from any third party arising from any of the foregoing, including any utility CPWS, its employees and/or agents.

b. CPWS will maintain insurance coverage of a type and limit sufficient to protect its' interest in any equipment, cable, services or facilities provided to City in acceptance with this agreement.

7. City shall provide, at its own expense, space at its location and all power required for any System Equipment that CPWS may deem necessary in order to properly provide the Service. CPWS shall have reasonable access for ingress and egress to City's facility, and to its System Equipment and may remove or replace its System Equipment at any time.
8. This agreement shall not be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld. CPWS may assign, upon written notice to City, its rights under this agreement to any entity which succeeds to all or substantially all of the assets and operations of CPWS pursuant to any merger, consolidation, sale of assets, or similar transactions.
9. In the event of a default by either party or in the event of any suit or action out of this agreement, the prevailing (or non-defaulting) party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in connection therewith.

10. The parties agree that CPWS shall retain ownership of all equipment supplied by CPWS. The parties agree that City shall retain ownership of all equipment supplied by City. City agrees that it shall take no action which may directly or indirectly impair CPWS's title to any of CPWS's equipment or expose CPWS to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing, by the parties. City agrees that it shall not inhibit, in any way, CPWS from removing all premise equipment in the event that either party terminates this agreement.
11. The obligations of the parties are subject to force majeure, and neither party shall be in default under this agreement if any failure or delay in performance is caused by strike or other labor related issues, acts of God, fire, flood, adverse weather conditions, materials or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, governmental codes, ordinances, laws, rules, regulations, court directives, or restrictions, condemnation or exercise of rights of eminent domain, war or civil disorder, or any other cause beyond the reasonable control of either party.
12. CPWS's liability for errors, omissions, interruptions, delays or defects in transmission (other than those caused by force majeure or by City) occurring in the course of engineering, installation, and operation of the Network or the provision of the Service, shall in no event exceed the charges paid by City for the period of time during which such errors, omissions, interruptions, delays, or defects in transmission occurred. In no event shall CPWS be liable for any special, consequential, or incidental damages.

13. No agency, employment agreement, joint venture, or partnership is created between the parties by this agreement and neither party shall be deemed to be an agent of the other nor shall either party have the right, power, or authority to act for the other in any manner or to create any obligations, contracts, or debts binding upon the other party.
14. Any modifications to this agreement shall be made in writing and shall be approved by both parties hereto.
15. Nothing in this agreement shall require CPWS to perform any act or do anything in contravention to any state or federal law, and if it is determined that any action violates any applicable state or federal law, CPWS will at once notify City in writing of any required changes and modifications. CPWS shall immediately implement any required changes that do not materially impact the terms of the agreement. If the required changes are more significant, both parties will negotiate a resolution in good faith. If a satisfactory agreement cannot be reached, either party has the right to terminate the agreement.
16. This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Both parties agree that to the exclusive jurisdiction of the courts of the State of Tennessee located in Maury County, Tennessee in actions that may arise under this agreement.

17. This agreement shall be effective following approval by the Spring Hill Mayor and Board of Alderman and CPWS Board of Directors upon its execution.

ENTERED into this _____ day of _____, _____.

ATTEST:

CITY OF SPRING HILL, TENNESSEE

_____, CITY RECORDER

BY: _____
JIM HAGAMAN, MAYOR

ATTEST:

COLUMBIA POWER & WATER SYSTEMS

JONATHAN HARDIN, CEO

BY: _____
EDDIE CAMPBELL,
BOARD CHAIRMAN

LEGAL FORM APPROVED:

PATRICK M. CARTER, CITY ATTORNEY

DANIEL MURPHY, CPWS ATTORNEY



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ATTACHMENT A

Date: February __, 2024

Agreement Term:

Columbia Power and Water Systems Broadband will provide City of Spring Hill, Tennessee the following services for a period of five years from the date of services Installed.

Services:

- 1000.0 Mbps X 1000.0 Mbps Fiber-Optic Internet Service demarked at 407 McLemore Ave Spring Hill, TN
- FTTx WAN Services to the following sites provisioned at 1.0 Gbps upload and 1.0 Gbps download on a PON network of 1.5 Gbps upload and 2.5 Gbps download.

Sites	Location
City Hall	199 Town Center Parkway
PD Admin	3636A Royal Park Boulevard
Public Works	3893 Mahlon Moore Road
IT Dept	407 McLemore Avenue
Library	144 Town Center Parkway
Water Treatment Plant	4151 Kedron Road
Parks & Rec	4237 Port Royal Road
Fire Hall #1	440 Beechcroft Road
Fire Hall #2	4273 Port Royal Road
Fire Hall #3	4000 Campbell Station Boulevard
City Park	563 Maury Hill Street

- VoIP Phone Service *

Sites	Lines
City Hall Fax	5
Library	2
Fire Hall #1	1
Fire Hall #2	1
Water Treatment Plant	2
Public Works	2
PD Admin	4
Fire Hall #3	2
Codes	1

*Telephone lines at each location may increase or decrease by mutual consent of both parties as desirable.

Monthly Fee:

- Internet Service 1000.0 Mbps X 1000.0 Mbps dedicated \$3,000.00 each per month plus all applicable taxes and fees.
 - Customer may upgrade Internet Service during agreement, but not downgrade
 - Static IPv4 addresses included /28

- WAN Service

Sites	Monthly
City Hall	\$475.00
Library	\$475.00
Fire Hall #1	\$475.00
IT Dept	\$475.00
Fire Hall #2	\$475.00
Parks & Rec	\$475.00
Water Treatment Plant	\$475.00
Public Works	\$475.00
PD Admin	\$475.00
Fire Hall #3	\$475.00
City Park	\$475.00

- VoIP Service

Sites	Lines	Phone Service
City Hall Fax	5	\$174.95
Library	2	\$ 41.30
Fire Hall #1	1	\$ 20.65
Fire Hall #2	1	\$ 20.65
Water Treatment Plant	2	\$ 41.30
Public Works	2	\$ 41.30
PD Admin	4	\$139.96
Fire Hall #3	2	\$ 76.29
Codes Dept.	1	\$ 34.99

Note: All monthly prices listed above do not include any applicable taxes and fees.

New Installation Charges: Proposal of construction costs will be reviewed and approved by both parties. Any additional site will be coterminous with this agreement.